

REMARKS

Claims 25, 27, 29, 33, 35, and 37 are pending in the application. Claims 25, 27, 29, 33, 35, and 37 stand rejected. Claims 25 and 33 are hereby amended. Applicant respectfully requests consideration of the following remarks and allowance of the claims. In the event that the claims are not allowed, applicant respectfully requests an Advisory Action.

Claim Rejections Based Upon 35 U.S.C. § 112

Claims 25 and 33 stand rejected under 35 U.S.C. § 112 as containing subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the art that the inventor had possession of the claimed invention at the time the application was filed. Namely, the Examiner objected to the term "foreign" as used with the phrase "foreign database system." The phrase has since been changed to "second database system." Importantly, where as the local database system is associated with the first access provider, the second database system is associated with the second access provider. Applicant respectfully requests that the Examiner reconsider his rejection under 35 U.S.C. § 112 in view of present amendments.

Claim Rejections Based Upon 35 U.S.C. § 102(e)

Claims 25, 27, 29, 33, 35, and 37 stand rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent No. 5,749,075 (Toader et al.). Toader does not anticipate claims 25, 27, 29, 33, 35, and 37 for at least the following reasons.

Amended claim 25 now recites identifying a second database system of a second access provider based on the prepaid account code. Toader does not disclose identifying a second database system of a second access provider based on a prepaid account code.

Claim 25 advantageously allows a subscriber to roam across different access provider networks. As described by claim 25, a logon response from a user includes a prepaid account code. The prepaid account code is transferred to a central database system. If the code is known in a local database system of a first access provider, the user is provided access from the first access provider. If not, a second database system of a second access provider is queried based on the prepaid account code. If the prepaid account code is known in the second database system, the user is still provided access through the first access provider.

Claim 25 advantageously allows multiple access providers to enter into sharing agreements with other access providers. Internet users are provided greater mobility and availability as a result of these sharing agreements (Specification, page 35, lines 8-13). In other words, a first access provider can provide access to a user that would typically gain access through a second access provider.

In contrast, Toader discloses a user gaining access through a first access provider by means of access processing systems associated with the first access provider. A local database of a second access provider is never consulted in Toader to determine if a user is allowed access.

Applicant acknowledges that Toader presents a prepaid Internet access system wherein a user gains access to the Internet using a prepaid account code (Toader, col. 5, lines 30-35: "the PIN number can be used either for computer access...."). However, Toader does not disclose the PIN as known in a second database of a second access provider, as required by claim 25.

In fact, Toader teaches a system similar to the prior art described in the specification. The specification describes prior art systems as including access providers authenticating users using their own databases (Specification, page 35, line 4). Toader first gathers biographical information from a user when the user first dials an enhanced entry server (EES) in response to a commercial offer such as a rebate offer (Toader, col. 5 lines 39-55). The EES stores the user's information in association with a PIN. Later, the user installs Internet access software on a computer. The software directs the computer to connect to the EES. The EES provides Internet access to the user through the connection to the user's computer after validating the user and the PIN. Thus, Toader discloses a single database system (the EES) that authenticates users for a single access provider (the entity that operates the EES).

Toader does disclose the EES as providing access to a user by charging the user's credit card (Toader, col. 3, lines 45-55), which requires the EES to interface with a credit card service. It appears that the Examiner equates a credit card service as an access server. However, a credit card service is not an access provider, and one skilled in the art would not consider a credit card service to be an access provider.

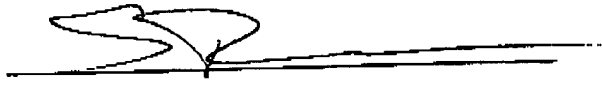
Independent claim 33 contains similar limitations as claim 25 and is therefore allowable over the art of record. Dependent claims 27, 29, 35, and 37 contain limitations that render them separately allowable over the prior art. However, a discussion is unnecessary because the dependent claims depend from allowable independent claims.

CONCLUSION

The claims in their present form are allowable over the art of record. Applicant therefore solicits their allowance.

Respectfully submitted,

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